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8 Attorneys for Debtor in Possession

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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In Re

2ND CHANCE INVESTMENT GROUP, LLC

Debtor in Possession.

Case No.: 8:22-bk-12142-SC

Chapter 11

**NOTICE OF MOTION FOR ORDER
AUTHORIZING ABANDONMENT OF
PROPERTY OF THE BANKRUPTCY
ESTATE**

[No Hearing Required Pursuant to Local
Bankruptcy Rule 9013-(o)-1]

TO ALL PARTIES IN INTEREST:

NOTICE IS HEREBY GIVEN that 2nd Chance Investment Group, LLC (“2nd Chance”),
the Debtor and Debtor in Possession (“Debtor”) in the above-captioned bankruptcy case, has filed
a Motion for Order Authorizing Abandonment of Property of the Bankruptcy Estate (“Motion”).

The Motion is Summarized as follows:

I. Introduction

By way of this Motion, the Debtor seeks an order authorizing the abandonment of four
vehicles with similar descriptions and specifications that are identified in Chart 1 (the “Vehicles”)
because there is no value to the bankruptcy estate after deducting any lien. The Vehicles are not
vital to operations of the Debtor, nor are they part of the Debtor’s forthcoming liquidation plan.

Chart 1

Description Including Vehicle Identification Number	KBB Low Trade Value	Encumbrance and Cost of Sale	Value to the Bankruptcy Estate	Intent
2021 Mercedes-Benz Sprinter 2500 Cargo High Roof w/170" WB Van 3D VIN: W1W4DBHY2MT044909 ("MB1")	\$38,887	Ally Bank Proof of Claim 1 \$41,992.14 Certificate of Title/Lien Notice	\$0	Abandon
2021 Mercedes-Benz Sprinter 2500 Cargo High Roof w/170" WB Van 3D VIN: W1W4DCHY6MT047575 ("MB2")	\$36,381	Mercedes-Benz Financial Services \$92,551	\$0	Abandon
2021 Mercedes-Benz Sprinter 2500 Cargo High Roof w/170" WB Van 3D VIN: W1W4DCHY7MT046564 ("MB3")	\$32,313	Mercedes-Benz Financial Services \$92,551	\$0	Abandon
2021 Mercedes-Benz Sprinter 2500 Cargo High Roof w/170" WB Van 3D VIN: W1Y4ECHY4MTO67750 ("MB4")	\$36,839	Mercedes-Benz Financial Services \$51,576	\$0	Abandon

II. Statement of Facts

Debtor began operations in 2016 as real estate investment company buying, fixing, and subsequently selling real property. Prior to the bankruptcy filing and through the petition date, the Debtor would use the vehicles to rehabilitate the properties for re-sale. The Debtor is no longer in the business of buying and rehabilitating real property and is instead focused on selling the properties on a where-as, as-is basis for the benefit of creditors. The Vehicles have no purpose for the Debtor and do not have value for the bankruptcy estate.

III. Summary of the Relief Requested

Based on the foregoing, the Debtor requests that the Court enter an order:

1. Granting the Motion;
2. Authorizing the Debtor to abandon the Vehicles pursuant to 11 U.S.C. § 554(a);

1 3. Granting such other and further relief as the Court deems just and appropriate.

2 A copy of the Motion is on file with the Court and available by contacting Debtor's
3 counsel with contact information available in the upper left corner of page 1 of this notice.

4 **PLEASE TAKE FURTHER NOTICE** that this Motion is noticed pursuant to Local
5 Bankruptcy Rule 9013-(o)-1¹, which states as follows:
6

7 (o) Motions and Matters Determined After Notice of Opportunity to Request Hearing.

8 (1) Matters That May Be Determined Upon Notice of Opportunity to Request
9 Hearing. Except as to matters specifically noted in subsection (o)(2) below, and as
10 otherwise ordered by the court, any matter that may be set for hearing in accordance with
11 LBR 9013-1(d) may be determined upon notice of opportunity to request a hearing.
12

13 (A) Notice. When the notice of opportunity for hearing procedure is used,
14 the notice must:

15 (i) Succinctly and sufficiently describe the nature of the relief sought and
16 set forth the essential facts necessary for a party in interest to determine
17 whether to file a response and request a hearing;

18 (ii) State that LBR 9013-1(o)(1) requires that any response and request for
19 hearing must be filed with the court and served on the movant and the
20 United States trustee within 14 days after the date of service of the notice;
21 and
22

23 (iii) Be filed with the court and served by the moving party on all creditors
24 and other parties in interest who are entitled to notice of the particular
25 matter.
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¹ https://www.cacb.uscourts.gov/sites/cacb/files/documents/local_rules/LBRs%209009-1%20through%209075-1.pdf

1 (B) Motion. The motion and supporting documents must be filed with the notice,
2 but must be served only on the United States trustee and those parties who are directly
3 affected by the requested relief.

4 **PLEASE TAKE FURTHER NOTICE** that Local Bankruptcy Rule 9013-1(h) provides
5 the following: “Papers not timely filed and served may be deemed by the Court to be consent to
6 the granting of the motion, as the case may be.”
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10 Dated: February 20, 2023,

Financial Relief Law Center, APC

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13 By: /s/ Andy C. Warshaw
14 Andy C. Warshaw
Attorneys for Debtor in Possession
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Attorneys for Debtor in Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In Re

2ND CHANCE INVESTMENTS GROUP, LLC

Debtor in Possession.

Case No.: 8:22-bk-12142-SC

Chapter 11

**DEBTOR'S MOTION TO ABANDON
PERSONAL PROPERTY OF THE
ESTATE; MEMORANDUM OF
POINTS AND AUTHORITIES;
DECLARATION OF RAYSHON
FOSTER IN SUPPORT THEREOF**

[No Hearing Required Pursuant to Local
Bankruptcy Rule 9013-(o)-1]

**TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY
JUDGE, THE UNITED STATES TRUSTEE, CREDITORS AND ALL INTERESTED
PARTIES:**

I. Introduction

2nd Chance Investment Group, LLC, as the Debtor and Debtor in Possession of the
bankruptcy estate ("Debtor" or "2nd Chance"), hereby respectfully submits this motion (the
"Motion"), pursuant to sections 105(a) and 554 of title 11 of the United States Code (the
"Bankruptcy Code") and Rule 6007 of the Federal Rules of Bankruptcy Procedure (the
"Bankruptcy Rules") for entry of an order authorizing the Debtor to abandon the bankruptcy

estate's interest in personal property of the Bankruptcy Estate (the "Property") as described in more particular details below:

Description Including Vehicle Identification Number	KBB Low Trade Value	Encumbrance and Cost of Sale	Value to the Bankruptcy Estate	Intent
2021 Mercedes-Benz Sprinter 2500 Cargo High Roof w/170" WB Van 3D VIN: W1W4DBHY2MT044909 ("MB1")	\$38,887	Ally Bank Proof of Claim 1 \$41,992.14 Certificate of Title/Lien Notice	\$0	Abandon
2021 Mercedes-Benz Sprinter 2500 Cargo High Roof w/170" WB Van 3D VIN: W1W4DCHY6MT047575 ("MB2")	\$36,381	Mercedes-Benz Financial Services \$92,551	\$0	Abandon
2021 Mercedes-Benz Sprinter 2500 Cargo High Roof w/170" WB Van 3D VIN: W1W4DCHY7MT046564 ("MB3")	\$32,313	Mercedes-Benz Financial Services \$92,551	\$0	Abandon
2021 Mercedes-Benz Sprinter 2500 Cargo High Roof w/170" WB Van 3D VIN: W1Y4ECHY4MTO67750 ("MB4")	\$36,839	Mercedes-Benz Financial Services \$51,576	\$0	Abandon

In support of the Motion, the Debtor submits the following memorandum of points and authorities, all pleadings and records on file, all matters subject to judicial notice, and the declaration of Rayshon Foster (the "Foster Declaration"). In light of the values of each of the 2021 Mercedes-Benz Sprinter 2500 vehicles, the MB1, MB2, MB3, and MB4 (together, the "Vehicles"), having loans and liens that leave no equity or value remaining for creditors, the Debtor submits that it has no value or benefit to the Debtor's estate and abandonment is appropriate.

II. Statement of Facts

On December 21, 2022 (the “Petition Date”), 2nd Chance Investment Group, LLC filed a voluntary petition under Chapter 11 of Title 11 of the United States Code. The Debtor continues to operate as a debtor in possession pursuant to Bankruptcy Code §§1107 and 1108, and as such wields the powers of a trustee over the estate.

Property to Be Abandoned

1. The Debtor proposes to abandon four vehicles that are listed on Schedules A/B (as amended) that are described herein as MB1, MB2, MB3, and MB4.

a. MB1:

Description Including Vehicle Identification Number	KBB Low Trade Value	Encumbrance and Cost of Sale	Value to the Bankruptcy Estate	Intent
2021 Mercedes-Benz Sprinter 2500 Cargo High Roof w/170" WB Van 3D VIN: W1W4DBHY2MT044909 (“ <u>MB1</u> ”)	\$38,887	Ally Bank Proof of Claim 1 \$41,992.14 Certificate of Title/Lien Notice	\$0	Abandon

2. Ally Bank filed Claim 1 which is attached as Exhibit 1.

3. The Debtor listed the value of MB1 to be \$50,456.00 on Schedules A/B. An updated value from KBB.com is provided as Exhibit 2.

b. MB2

Description Including Vehicle Identification Number	KBB Low Trade Value	Encumbrance and Cost of Sale	Value to the Bankruptcy Estate	Intent
2021 Mercedes-Benz Sprinter 2500 Cargo High Roof w/170" WB Van 3D VIN: W1W4DCHY6MT047575 (“ <u>MB2</u> ”)	\$36,381	Mercedes-Benz Financial Services \$92,551	\$0	Abandon

4. No proof of claim has been filed relating to MB2.

5. The Debtor listed the value of MB2 to be \$58,536 on Schedules A/B. An updated value from KBB.com is provided as Exhibit 3.

c. MB3

Description Including Vehicle Identification Number	KBB Low Trade Value	Encumbrance and Cost of Sale	Value to the Bankruptcy Estate	Intent
2021 Mercedes-Benz Sprinter 2500 Cargo High Roof w/170" WB Van 3D VIN: W1W4DCHY7MT046564 ("MB3")	\$32,313	Mercedes-Benz Financial Services \$92,551	\$0	Abandon

6. No proof of claim has been filed relating to MB3.

7. The Debtor listed the value of MB3 to be \$52,269 on Schedules A/B. An updated value from KBB.com is provided as Exhibit 4.

8. A partially redacted monthly statement for MB2 and MB3 from Mercedes-Benz Financial Services for the loan associated with MB2 and MB3 is attached as Exhibit 5.

d. MB4

Description Including Vehicle Identification Number	KBB Low Trade Value	Encumbrance and Cost of Sale	Value to the Bankruptcy Estate	Intent
2021 Mercedes-Benz Sprinter 2500 Cargo High Roof w/170" WB Van 3D VIN: W1Y4ECHY4MTO67750 ("MB4")	\$36,839	Mercedes-Benz Financial Services \$51,576	\$0	Abandon

9. No proof of claim has been filed relating to MB4.

10. The Debtor listed a value of MB4 at \$40,000. An updated value from KBB.com is provided as Exhibit 6.

1 11. A partially redacted monthly statement from Mercedes-Benz Financial Services for the
2 loan associated with MB4 is attached as Exhibit 7.

3 **III. The Court Should Authorize the Abandonment of the Vehicles**
4 **as it is Burdensome and of Inconsequential Value and Benefit**
5 **to the Estate**

6 12. Section 554(a) of the Bankruptcy Code provides that “[a]fter notice and a hearing, the
7 trustee [debtor] may abandon any property of the estate that is burdensome to the estate or
8 that is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a).

9 13. To order abandonment, a Court must find either (1) the property is burdensome to the
10 estate, or (2) the property is both of inconsequential value and inconsequential in benefit to
11 the estate. See In re K.C. Machine Tool Company, 816 F.2d 238, 245 (6th Cir. 1987).

12 14. Debtors are afforded significant discretion in determining the value and benefits of
13 particular property for purposes of deciding whether to abandon it. A debtor’s right to
14 abandon property in accordance with section 554(a) of the Bankruptcy Code is virtually
15 unfettered except when such abandonment would contravene laws designed to protect
16 public health and safety or pose an imminent threat to the public’s welfare. See, e.g., *In re*
17 *Midlantic Nat’l Bank*, 474 U.S. 494, 501 (1986).
18

19 15. Here, each of the vehicles with MB1, MB2, MB3, and MB4 have values that are exceeded
20 by their respective encumbrances. Further, the Debtor does not intend to have an operating
21 plan or to use the Vehicles in any way that benefits the bankruptcy estate and hence are a
22 liability.
23

24 16. Under the circumstances, continuing to hold the Property is both burdensome and of no
25 value to the Debtor and the estate. Abandonment of such interests will neither contravene
26 laws designed to protect public health and safety nor pose an imminent threat to the
27 public’s welfare. Accordingly, the Debtor submits that abandonment of its interests in the
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Property is a reasonable exercise of business judgment and appropriate under section 554(a) of the Bankruptcy Code.

IV. The Motion is Appropriate Without a Hearing

Local Bankruptcy Rule 9013-1(g)(1) provides:

Except as to matters specifically noted in paragraph (g)(2) below, and as otherwise ordered by the court, any matter which may be set for hearing in accordance with Local Bankruptcy Rule 9013-1 may be determined upon notice of opportunity to request a hearing.

The Debtor believes that this procedure is appropriate because, (1) it provides a notice and opportunity for creditors to participate and request a hearing; and (2) because it reduces the cost to the Debtor's estate by alleviating the need for an appearance assuming that no hearing is requested.

V. CONCLUSION

17. The Debtor respectfully requests that an order be entered substantially as follows:

- a. That the court finds the value of MB1 is \$38,887 as of February 13, 2023.
- b. That the court finds that the secured claim encumbering MB1 exceeds MB1's value.
- c. That the court finds the value of MB2 is \$36,381 as of February 13, 2023.
- d. That the court finds that the total of the secured claim encumbering MB2 exceeds MB2's value.
- e. That the court finds the value of MB3 be \$32,313 as of February 13, 2023.
- f. That the court finds that the total of the secured claim encumbering MB3 exceeds MB3's value.
- g. That the court finds the approximate value of MB4 be \$36,839 as of February 14, 2023.

- 1 h. That the court finds that the total of the liens encumbering MB4 exceeds MB4's
- 2 value.
- 3 i. That the court finds the Vehicles have no equity or negative equity.
- 4 j. That the court finds that continuing to hold the Vehicles is both burdensome and of
- 5 no value to the Debtor and the estate.
- 6 k. That the court order the Debtor in Possession to abandon the Property.
- 7 l. For any other relief that the Court deems is appropriate
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11 Dated: February 20, 2023,

Financial Relief Law Center, APC

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13 By: /s/ Andy C. Warshaw
14 Andy C. Warshaw
15 Attorneys for Debtor in Possession
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DECLARATION OF RAYSHON FOSTER¹

I, Rayshon Foster, do hereby declare and say as follows:

1. I am over eighteen (18) years of age and a citizen of the United States of America. I make this Declaration based upon the following facts, all of which are within my personal knowledge or belief. As to all matter alleged on information and belief, I believe them to be true. If called upon as a witness, I could and would competently testify thereto.
2. I make this declaration supporting **DEBTOR'S MOTION TO ABANDON PERSONAL PROPERTY OF THE ESTATE** (the "Motion").
3. Ally Bank filed Claim 1 in this bankruptcy case number 8:22-bk-12142-SC. A true and correct copy of Claim 1 as filed by Ally Bank is attached as Exhibit 1.
4. The Debtor listed the value of MB1 to be \$50,456.00 on Schedules A/B. An updated value as of February 13, 2023, from KBB.com is provided as Exhibit 2. The value was obtained by using the vehicle vin in fair condition as a private party trade.
5. No proof of claim has been filed relating to MB2 as of February 14, 2023.
6. The Debtor listed the value of MB2 to be \$58,536 on Schedules A/B. An updated value from KBB.com is provided as Exhibit 3. The value was obtained by using the vehicle vin in fair condition as a private party trade.
7. No proof of claim has been filed relating to MB3 as of February 14, 2023.
8. The Debtor listed the value of MB3 to be \$52,269 on Schedules A/B. An updated value from KBB.com is provided as Exhibit 4. The value was obtained by using the vehicle vin in fair condition as a private party trade.
9. A partially redacted monthly statement for MB2 and MB3 from Mercedes-Benz Financial

¹ All capitalized terms have the same meaning or definition as the capitalized terms in the Motion.

Services for the loan associated with MB2 and MB3 is attached as Exhibit 5.

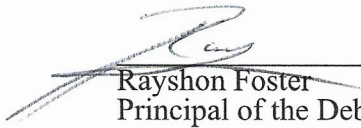
10. No proof of claim has been filed relating to MB4 as of February 14, 2023.

11. The Debtor listed a value of MB4 at \$40,000. An updated value from KBB.com is provided as Exhibit 6. The value was obtained by using the vehicle vin in fair condition as a private party trade.

12. A partially redacted monthly statement from Mercedes-Benz Financial Services for the loan associated with MB4 is attached as Exhibit 7.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 15th day of February 2023 at Santa Ana, CA


Rayshon Foster
Principal of the Debtor

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4 Ally Bank filed Claim 1 in this bankruptcy case number 8:22-bk-12142-SC. A true and
5 correct copy of Claim 1 as filed by Ally Bank is attached as Exhibit 1.
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Fill in this information to identify the case:

Debtor 1 2ND CHANCE INVESTMENT GROUP, LLC

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: CENTRAL District of CALIFORNIA
(State)

Case number 22-12142-SCC-11

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Ally Bank</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Ally Bank c/o AIS Portfolio Services, LLC</u> Name <u>4515 N. Santa Fe Ave. Dept. APS</u> Number Street <u>Oklahoma City</u> <u>OK</u> <u>73118</u> City State ZIP Code Contact phone <u>(800) 495-1578</u> Contact email <u>ECFNotices@aisinfo.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) <u>Payment Processing Center</u> Name <u>P.O. Box 78367</u> Number Street <u>Phoenix</u> <u>AZ</u> <u>85062</u> City State ZIP Code Contact phone <u>(800) 495-1578</u> Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim and Documents

6. Do you have any number you use to identify the debtor? ☐ No
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 4 9 5 1

7. How much is the claim? \$ 41,992.14* Does this amount include interest or other charges?
☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
*Claimant reserves right to amend its claim, including but not limited to, the right to amend for an unsecured deficiency

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.

Automobile Financing

9. Is all or part of the claim secured? ☐ No
☒ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☒ Motor vehicle

☐ Other. Describe: 2021 Mercedes-Benz Sprinter 2500 Cargo High Roof w/170" WB Van 3D
VIN:W1W4DBHY2MT044909

****To the extent that Debtor received a discharge of this debt in a prior bankruptcy, the underlying indebtedness attaches only to the collateral; Creditor does not seek recourse against the debtor or the estate on previously discharged debt. If Debtor has not received a discharge of this debt in a prior bankruptcy, Creditor reserves the right to amend its claim to seek a deficiency balance,**

Basis for perfection: Certificate of Title/Lien Notice

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ 41,224.00

Amount of the claim that is secured: \$ 41,992.14

Amount of the claim that is unsecured: \$ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ 2481.95

Annual Interest Rate (when case was filed) 6.788* % * May not reflect rate entitled to under In re Till

☒ Fixed

☐ Variable

Contractual rate - for informational purposes

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? ☒ No

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to property.

☐ Yes. Check one:

<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	Amount entitled to priority \$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507 (a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C § 507 (a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. §507 (a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507 (a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507 (a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

Check the appropriate box:

- ☐ I am the creditor.
- ☒ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward that debt.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/29/2022
MM / DD / YYYY

/s/ Shreyansh Gandhi
Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Shreyansh Gandhi</u>		
	First Name	Middle Name	Last Name
Title	<u>Claims Processor</u>		
Company	<u>AIS Portfolio Services, LLC</u> Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	<u>4515 N Santa Fe Ave.</u>		
	<u>Dept. APS</u>		
	Number	Street	
	<u>Oklahoma</u>	<u>OK</u>	<u>73118</u>
	City	State	Zip Code
Contact Phone	<u>8884556662</u>	Email	<u>ECFNotices@aisinfo.com</u>

* This form 410 has been modified by AIS in conformance with FED. R. BANKR. P. 9009 and compliance with FED. R. BANKR. P. 3001. This Form 410, as modified, is substantially similar to Official Form 410.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing proof of claim document was served via the Bankruptcy Court's electronic filing and notice system and/or First Class, U.S. Mail, postage prepaid to all parties listed below.

Case Information

Debtor(s) 2ND CHANCE INVESTMENT GROUP, LLC			
Street 600 W. SANTA ANA BLVD. PMB 5045	City SANTA ANA	State CA	Zip 92701
Case Number 22-12142-SCC-11	Court CENTRAL DISTRICT OF CALIFORNIA	Chapter 11	Filing Date 12/21/2022

Debtor:

2ND CHANCE INVESTMENT GROUP, LLC
600 W. SANTA ANA BLVD.
PMB 5045
SANTA ANA, CA 92701

Trustee:

Served Electronically

Non-Filing Debtor:

Rayshon Foster
12812 Clemson Dr
Eastvale, CA 92880

Debtor Attorney:

AMANDA G BILLYARD
Served Electronically

By:

/s/ Shreyansh Gandhi
Shreyansh Gandhi
AIS Portfolio Services, LLC
4515 N Santa Fe Ave.
Oklahoma City, OK 73118

Attachment C

LIMITED SPECIAL POWER OF ATTORNEY

Ally Financial Inc. ("Client") hereby grants to AIS Portfolio Services, LLC (formerly known as AIS Portfolio Services, LP, a Limited Partnership) whose principal office is located at 5847 San Felipe, Suite 12000 Houston, TX 77057, together with its affiliates, subsidiaries, directors, officers, and employees, (jointly "AIS") Power of Attorney for the purpose of servicing claims Client or any of its direct or indirect subsidiaries may have in cases being administered pursuant to the Federal Bankruptcy Code that are referred to AIS by Client. Client expressly authorizes AIS, or any of its employees, as attorney-in-fact for the undersigned, and with full power of substitution, to prepare and execute Proofs of Claims in bankruptcy proceedings under the United States Bankruptcy Code on behalf of Client or any of its direct or indirect subsidiaries. This Limited Special Power of Attorney is being given to AIS and may be attached to claims filed on Client's behalf as required by the Federal Rules of Bankruptcy Procedure and the Official Forms.

AIS shall indemnify, defend and hold harmless Client and its successors and assigns from and against any and all losses, costs, expenses (including, without limitation, actual attorney's fees), damages, liabilities, demands or claims of any kind whatsoever ("Claims"), arising out of, related to, or in connection with (i) any action taken by AIS pursuant to this Limited Special Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Limited Special Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Special Power of Attorney has been used), or (ii) any use or misuse of this Limited Special Power of Attorney in any manner or by any person not expressly authorized hereby.

Third parties without actual notice may rely upon the power granted under this Limited Special Power of Attorney upon the exercise of such power of the Attorney in fact that all conditions precedent to such exercise of power have been satisfied and that this Limited Special Power of Attorney has not been revoked.

This Limited Special Power of Attorney, and all authority granted hereunder, shall be in full force and effect until either (i) terminated in writing by Client; or (ii) without further action by Client, automatically upon the termination of the Bankruptcy Services Agreement.

Dated 11/2/2022,

By: Laura A. Fisher

Name: Laura A. Fisher

Title: Director, Supply Chain

STATE OF NC

COUNTRY OF Mecklenburg

Subscribed and sworn to (or affirmed) before me on this 2 day of November 2022 by Laura A. Fisher proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Khamla Sphabmixay
NOTARY PUBLIC
Mecklenburg County, NC
My Commission Expires July 27, 2025

Signature Khamla Sphabmixay

Auto Proof of Claim Attachment

Name of debtor: 2ND CHANCE INVESTMENT GROUP, LLC Case number: 22-12142-SCC-11

Name of creditor: Ally Bank Last four digits of any number you use to identify the debtor's account: XXXXX4951

Part 1: Statement of Principal and Interest Due as of the Petition Date

1. Principal due	(1)	<u>\$41,207.05</u>
2. Interest due	(2) +	<u>\$705.03</u>
3. Total principal and interest due	(3)	<u>\$41,912.08</u>

Part 2: Statement of Prepetition Fees, Expenses, and Charges

Description	Amount
1. Late charges:	(1) <u>\$80.06</u>
2. Non-sufficient funds (NSF) fees:	(2) <u>\$0.00</u>
3. Other. Specify: _____	(3) <u>\$0.00</u>
4. Other. Specify: _____	(4) <u>\$0.00</u>
5. Other. Specify: _____	(5) <u>\$0.00</u>
6. Total prepetition fees, expenses, and charges.	(6) <u>\$80.06</u>

Part 3: Statement of Amount Necessary to Cure Default as of the Petition Date

1. Installment payments due	Date last payment received by creditor	<u>9/20/2022</u>
	Number of installment payments due as of petition date <i>Note: Partial payments will be reflected to the hundredth decimal place.</i>	(1) <u>3.00</u>
2. Amount of installment payments due as of petition date:		(2) <u>\$2,401.89</u>
3. Calculation of cure amount	<u>Add</u> total prepetition fees, expenses, and charges	+ <u>\$80.06</u>
	<u>Subtract</u> total of unapplied funds (funds received but not credited to account)	- <u>\$0.00</u>
	<u>Subtract</u> amounts for which debtor is entitled to a refund	- <u>\$0.00</u>
	Total amount necessary to cure default as of the petition date	(3) <u>\$2,481.95</u>

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Dealer Number _____ Contract Number _____ Stock Number _____

DATE: 10/06/2021 CONTROL # _____ Salesperson: _____

Buyer Name and Address (Including County and Zip Code) 2ND CHANCE INVESTMENT GROUP, 4295 E JURUPA ST UNIT 209 ONTARIO, CA 91761 SAN BERNARDINO	Co-Buyer Name and Address (Including County and Zip Code) L.L.C. N/A	Seller-Creditor (Name and Address) MERCEDES-BENZ OF TEMECULA 40910 TEMECULA CENTER DR TEMECULA, CA 92591
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2021	MB SPRINTER 2500 CARGO	110	W1W4DBHY2MT044909	Personal, family or household unless otherwise indicated below. <input checked="" type="checkbox"/> Business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
6.79 %	\$ 10527.10	\$ 47118.26	\$ 57645.36	\$ 5000.00
(e) means an estimate				

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	N/A
One Payment of	N/A	N/A
One Payment of	N/A	N/A
71	800.63	Monthly beginning 11/20/2021
N/A	N/A	N/A
One final payment	800.63	10/20/2027

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

STATEMENT OF INSURANCE

NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

Term	Premium
\$ N/A Ded. Comp., Fire & Theft	N/A
\$ N/A Ded. Collision	N/A
Bodily Injury \$ N/A limits	N/A
Property Damage \$ N/A limits	N/A
Medical \$ N/A	N/A
Total Vehicle Insurance Premiums	\$ N/A

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X: 2ND CHANCE INVESTMENT GROUP, I by
Co-Buyer X: [Signature]
Seller X: [Signature]

OPTIONAL DEBT CANCELLATION AGREEMENT. A debt cancellation agreement is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation, the charge is shown in item 1K of the Itemization of Amount Financed. See your debt cancellation agreement for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A
Debt Cancellation Agreement

I want to buy a debt cancellation agreement.

Buyer Signs X N/A

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1L.

I1 Company N/A
Term N/A Mos. or N/A Miles

I2 Company N/A
Term N/A Mos. or N/A Miles

I3 Company N/A
Term N/A Mos. or N/A Miles

I4 Company N/A
Term N/A Mos. or N/A Miles

I5 Company N/A
Term N/A Mos. or N/A Miles

Buyer X N/A

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories \$ 47570.00(A)

1. Cash Price Vehicle \$ 47570.00

2. Cash Price Accessories \$ N/A

3. Other (Nontaxable) \$ N/A

Describe N/A \$ N/A

Describe N/A \$ N/A

B. Document Processing Charge (not a governmental fee) \$ 85.00(B)

C. Emissions Testing Charge (not a governmental fee) \$ N/A(C)

D. (Optional) Theft Deterrent Device(s)

1. (paid to) N/A \$ N/A(D1)

2. (paid to) N/A \$ N/A(D2)

3. (paid to) N/A \$ N/A(D3)

E. (Optional) Surface Protection Product(s)

1. (paid to) N/A \$ N/A(E1)

2. (paid to) N/A \$ N/A(E2)

F. EV Charging Station (paid to) N/A \$ N/A(F)

G. Sales Tax (on taxable items in A through F) \$ 3693.26(G)

H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) MVSC \$ 30.00(H)

I. (Optional) Service Contract(s)

1. (paid to) N/A \$ N/A(I1)

2. (paid to) N/A \$ N/A(I2)

3. (paid to) N/A \$ N/A(I3)

4. (paid to) N/A \$ N/A(I4)

5. (paid to) N/A \$ N/A(I5)

J. Prior Credit or Lease Balance (e) paid by Seller to Vehicle 1 N/A Vehicle 2 N/A \$ N/A(J)

(see downpayment and trade-in calculation)

K. (Optional) Debt Cancellation Agreement \$ N/A(K)

L. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ N/A(L)

M. Other (paid to) N/A \$ N/A(M)

For N/A

N. Other (paid to) N/A \$ N/A(N)

For N/A

Total Cash Price (A through N) \$ 51378.26 (1)

2. Amounts Paid to Public Officials

A. Vehicle License Fees \$ 309.00(A)

B. Registration/Transfer/Titling Fees \$ 270.00(B)

C. California Tire Fees \$ 7.00(C)

D. Other WEIGHT CERTIFICATION FEE \$ 154.00(D)

Total Official Fees (A through D) \$ 740.00 (2)

3. Amount Paid to Insurance Companies

(Total premiums from Statement of Insurance) \$ N/A (3)

4. State Emissions Certification Fee or State Emissions Exemption Fee \$ 0.00 (4)

5. Subtotal (1 through 4) \$ 52118.26 (5)

6. Total Downpayment

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)): \$ N/A(A)

Vehicle 1 \$ N/A Vehicle 2 \$ N/A

B. Total Less Prior Credit or Lease Balance (e) \$ N/A(B)

Vehicle 1 \$ N/A Vehicle 2 \$ N/A

C. Total Net Trade-In (A-B) (indicate if negative number) \$ N/A(C)

Vehicle 1 \$ N/A Vehicle 2 \$ N/A

D. Deferred Downpayment Payable to Seller \$ N/A(D)

E. Manufacturer's Rebate \$ N/A(E)

F. Other \$ N/A(F)

G. Cash, Cash Equivalent, Check, Credit Card, or Debit Card \$ 5000.00 (G)

Total Downpayment (C through G) \$ 5000.00 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J above)

7. Amount Financed (5 less 6) \$ 47118.26 (7)

Trade-In Vehicle(s)

1. Vehicle 1

Year N/A Make N/A

Model N/A Odometer N/A

VIN N/A

a. Agreed Value of Property \$ N/A

b. Buyer/Co-Buyer Retained Trade Equity \$ N/A

c. Agreed Value of Property

Being Traded-In (a-b) \$ N/A

d. Prior Credit or Lease Balance \$ N/A

e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ N/A

2. Vehicle 2

Year N/A Make N/A

Model N/A Odometer N/A

VIN N/A

a. Agreed Value of Property \$ N/A

b. Buyer/Co-Buyer Retained Trade Equity \$ N/A

c. Agreed Value of Property

Being Traded-In (a-b) \$ N/A

d. Prior Credit or Lease Balance \$ N/A

e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ N/A

Total Agreed Value of Property

Being Traded-In (1c+2c) \$ N/A

Total Prior Credit or Lease Balance

Balance (1d+2d) \$ N/A

Total Net Trade-In (1e+2e) \$ N/A

(*See item 6A-6C in the Itemization of Amount Financed)

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A Year N/A

SELLER'S INITIALS N/A

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X 2ND CHANCE INVESTMENT GROUP, I by
Co-Buyer Signs X N/A

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund.

Buyer Signature X Co-Buyer Signature X

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable: N/A

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both 2ND CHANCE INVESTMENT GROUP and you must agree. Changes are binding.

Buyer Signs X Co-Buyer Signs X

SELLER'S RIGHT TO CANCEL. If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to 2ND CHANCE INVESTMENT GROUP, I by

Buyer X Co-Buyer X

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING: YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER AND CO-BUYER HEREBY AGREE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X X

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.

Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.

After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X Co-Buyer Signature X

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

Buyer Signature X 2ND CHANCE INVESTMENT GROUP, I by Date 10/06/2021 Co-Buyer Signature X N/A Date N/A

Co-Buyers and Other Owners: A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X Address N/A

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives the right to contest this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor 10/06/2021 N/A
Address 10412 CLEMSON DR, CORONA, CA 92880 Date N/A

Seller Signs MERCEDES-BENZ OF TEMECULA Date 10/06/2021 By X Title MANAGER

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller - Creditor may receive part of the Finance Charge.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional debt cancellation agreement for coverage of the gap amount may be offered for an additional charge.

- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**
You give us a security interest in:
- The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
- This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.**
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract.
Default means:
- You do not pay any payment on time;
 - You give false, incomplete, or misleading information on a credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property;
 - The vehicle is lost, damaged or destroyed; or
 - You break any agreements in this contract.
- The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. **You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on the face of this contract, not to exceed the highest rate permitted by law, until you pay.

g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. **You agree that you will within a reasonable time notify us of any change in your name, address, or employment.**

7. APPLICABLE LAW

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

8. WARRANTIES OF BUYER

You promise you have given true and correct information in your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

**CREDIT DISABILITY INSURANCE NOTICE
CLAIM PROCEDURE**

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Seller's Right to Cancel

- a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take some time for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.
- b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

**ARBITRATION PROVISION
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Seller assigns its interest in this contract to <u>Ally Financial</u>		(Assignee) under the terms of Seller's agreement(s) with Assignee.	
<input type="checkbox"/> Assigned with recourse	<input checked="" type="checkbox"/> Assigned without recourse	<input type="checkbox"/> Assigned with limited recourse	
Seller <u>Mercedes-Benz of Temecula</u>	By <u>[Signature]</u>	Title <u>manager</u>	

PDP ELECTRONIC TITLE DOCUMENT

ELT*CA : ELT - CALIFORNIA

Title # : Title Type :
Issue Date: 12/08/2021 Lic/Tag/Control #:

VIN : W1W4DBHY2MT044909

Vehicle Info. . : 21 MERZ VN V

Odometer Reading : 000000110
Date . : 10/06/2021
Status : A

Owner Information . : 2ND CHANCE INVESTMENT
Co-Owner : GROUP LLC

Owner address . . . : 4295 E JURUPA ST UNIT 209
ONTARIO
CA

Lienholder Information: ALLY FNCL
PO BX 8128
COCKEYSVILLE
MD

2nd Lienholder Name :

ELT Sent Date : 12/08/2021
Lien Type :
Owner Driver License# :

Brand code :

Release name . . . :
Release address 1 :
Rel City/State/Zip : ,

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4 The Debtor listed the value of MB1 to be \$50,456.00 on Schedules A/B. An updated value
5 as of February 13, 2023, from KBB.com is provided as Exhibit 2.
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2021 Mercedes-Benz Sprinter 2500 Cargo Pricing Report

Style: Standard Roof w/144" WB Van 3D

Mileage: 40,000

KBB.com Consumer Rating: 4.2/5

Trade in to a Dealer



Valid for ZIP code 92614 through 02/13/2023

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Exterior Color

✓ Black

Drivetrain

RWD

Engine

4-Cyl, Turbo Diesel, 2.0 Liter

Transmission

Automatic, 7-Spd 7G-Tronic

Braking and Traction

ABS (4-Wheel)

Hill Start Assist

Electronic Stability Control

Comfort and Convenience

Air Conditioning

Cruise Control

Keyless Entry

Power Door Locks

Wheels and Tires

Steel Wheels

Entertainment and Instrumentation

AM/FM Stereo

MB Emergency Call

Safety and Security

Backup Camera

Dual Air Bags

Head Curtain Air Bags

Side Air Bags

Steering

Tilt Wheel

Kelley Blue Book® Trade-In Value - This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

Trade-In Range - The Trade-In Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week based on the style, condition, mileage and options of your vehicle when you trade it in to a dealer. However, every dealer is different and values are not guaranteed.

Kelley Blue Book® Private Party Value - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an "as is" value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

Private Party Range - The Private Party Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week for a vehicle with stated mileage in the selected condition and configured with your selected options, excluding taxes, title and fees when selling to a private party.

Excellent Condition - 3% of all cars we value. This car looks new and is in excellent mechanical condition. It has never had paint or bodywork and has an interior and body free of wear and visible defects. The car is rust-free and does not need reconditioning. Its clean engine compartment is free of fluid leaks. It also has a clean title history, has complete and verifiable service records and will pass safety and smog inspection.

Very Good Condition - 23% of all cars we value. This car has minor wear or visible defects on the body and interior but is in excellent mechanical condition, requiring only minimal reconditioning. It has little to no paint and bodywork and is free of rust. Its clean engine compartment is free of fluid leaks. The tires match and have 75% or more of tread. It also has a clean title history, with most service records available, and will pass safety and smog inspection.

Good Condition - 54% of all cars we value. This car is free of major mechanical problems but may need some reconditioning. Its paint and bodywork may require minor touch-ups, with repairable cosmetic defects, and its engine compartment may have minor leaks. There are minor body scratches or dings and minor interior blemishes, but no rust. The tires match and have 50% or more of tread. It also has a clean title history, with some service records available, and will pass safety and smog inspection.

Fair Condition - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

Tip:

It's crucial to know your car's true condition when you sell it, so that you can price it appropriately. Consider having your mechanic give you an objective report.

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© 2023 Kelley Blue Book Co., Inc. All rights reserved. 2/13/2023-2/13/2023 E-mail: kbcb@kbcb.com CA 92614. The specific information required to determine the value for this particular vehicle was supplied by the person generating this report. Vehicle valuations are opinions and may vary from vehicle to vehicle. Actual valuations will vary based upon market conditions, specifications, vehicle condition or other particular circumstances pertinent to this particular vehicle or the transaction or the parties to the transaction. This report is intended for the individual use of the person generating this report only and shall not be sold or transmitted to another party. Kelley Blue Book assumes no responsibility for errors or omissions. (v.2020226)

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4 An updated value from KBB.com is provided as Exhibit 3. The value was obtained by
5 using the vehicle vin in fair condition as a private party trade.
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2021 Mercedes-Benz Sprinter 2500 Cargo Pricing Report

Style: High Roof w/170" WB Van 3D

Mileage: 15,000

KBB.com Consumer Rating: 4.2/5

Trade in to a Dealer



Valid for ZIP code 92614 through 02/13/2023

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Exterior Color

✓ Black

Drivetrain

RWD

Engine

4-Cyl, Turbo Diesel, 2.0 Liter

Transmission

Automatic, 7-Spd 7G-Tronic

Braking and Traction

ABS (4-Wheel)

Hill Start Assist

Electronic Stability Control

Comfort and Convenience

Air Conditioning

Cruise Control

Keyless Entry

Power Door Locks

Accessory Packages

High Ceiling Roof

Wheels and Tires

Steel Wheels

Entertainment and Instrumentation

AM/FM Stereo

MB Emergency Call

Safety and Security

Backup Camera

Dual Air Bags

Head Curtain Air Bags

Side Air Bags

Steering

Tilt Wheel

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4 The Debtor listed the value of MB3 to be \$52,269 on Schedules A/B. An updated value
5 from KBB.com is provided as Exhibit 4.
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2021 Mercedes-Benz Sprinter 2500 Cargo Pricing Report

Style: High Roof w/170" WB Van 3D

Mileage: 35,000

KBB.com Consumer Rating: 4.2/5

Trade in to a Dealer



Valid for ZIP code 92614 through 02/13/2023

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Exterior Color

✓ Black

Drivetrain

RWD

Engine

4-Cyl, Turbo Diesel, 2.0 Liter

Transmission

Automatic, 7-Spd 7G-Tronic

Braking and Traction

ABS (4-Wheel)

Hill Start Assist

Electronic Stability Control

Comfort and Convenience

Air Conditioning

Cruise Control

Keyless Entry

Power Door Locks

Accessory Packages

High Ceiling Roof

Wheels and Tires

Steel Wheels

Entertainment and Instrumentation

AM/FM Stereo

MB Emergency Call

Safety and Security

Backup Camera

Dual Air Bags

Head Curtain Air Bags

Side Air Bags

Steering

Tilt Wheel

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3 A partially redacted monthly statement for MB2 and MB3 from Mercedes-Benz Financial
4 Services for the loan associated with MB2 and MB3 is attached as Exhibit 5.
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Mercedes-Benz Financial Services

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Web Address
Client Care Center
Hours of Operation
Payment Mailing Address

www.commercial.mbfs.com
866-808-6273
Mon-Fri 8am-5pm (CT)
P.O. Box 5260
Carol Stream, IL 60197-5260



Balance*	Contract Number	Customer Number	Statement Date	Invoice Number	Payment Due Date
\$92,551.00	0001	53/1	08/07/2022	236	08/24/2022

*This is not a payoff balance. Please see reverse side for payoff instructions.

Contract Date:	07/10/2021	Previous Charges	Current Charges	Total Payment Due
Maturity Date:	07/24/2027	\$0.00	\$1,542.50	\$1,542.50

Contract Activity - See reverse side for important information

Your 2021 Yearly Interest Letter will be mailed and available online January 31, 2022.



Date	Description	Amount
	<u>Payment Received 07/20/2022. Thank You! (\$1,542.50)</u>	
08/07/2022	Installment Due	\$1,542.50
	<u>Current Charges</u>	<u>\$1,542.50</u>
	<u>Total Payment Due</u>	<u>\$1,542.50</u>

KEEP FOR YOUR RECORDS

RETURN THIS PORTION WITH PAYMENT

Mercedes-Benz Financial Services

Send all correspondence to:
14372 Heritage Parkway
Fort Worth, TX 76177

☐ Check here if change of address is required.
See reverse for change of address form.

2ND CHANCE INVESTMENT GROUP, LLC
12812 Clemson Dr
Eastvale, CA 92880-3369

PAYMENT DUE DATE: 08/24/2022
TOTAL PAYMENT DUE: \$1,542.50

\$

Contract Number: 5001994210001

Please be sure to write your contract number on your check or visit us online to review your contract or make your payment.

Mail Payment to:



Mercedes-Benz Financial Services USA LLC
P.O. Box 5260
Carol Stream, IL 60197-5260

To ensure prompt delivery and processing of payments, please address your package to the following address and retain any tracking information provided. Payments should be made payable to Mercedes-Benz Financial Services USA LLC and / or Daimler Trust with your account number clearly noted on the check. You cannot make payments in person.

Mercedes-Benz Financial Services USA LLC
Box 5260
8430 West Bryn Mawr Ave., 3rd FL
Chicago, IL 60631

PAYMENT POSTING, LATE PAYMENTS AND LATE CHARGES

You can avoid late charges by making your monthly payment for the exact amount due on or before the due date. Clearly print your Mercedes-Benz Financial Services USA LLC account number on your payment and allow at least 5-7 days for mail delivery, and payment processing time. Payments are not considered paid until they are received. All payments not received within the time frame indicated on your contract will incur late charges. If your account is more than 10 days past due, please contact our Client Care Center to make payment arrangements.

CALL MONITORING

To the extent permitted by law, you give Mercedes-Benz Financial Services USA LLC permission to monitor and record any telephone conversation between you and Mercedes-Benz Financial Services USA LLC, including Mercedes-Benz Financial Services USA LLC's representatives, service providers and agents.

PAYOFF AMOUNT

Your actual payoff amount is governed by and calculated under the terms of your contract and will differ from the Balance amount provided on this statement. If you would like to obtain a payoff for one or all of your contracts, please call us at the toll free number provided on the front of this statement. One of our customer service representatives can provide you with an up-to-date payoff amount and instructions to expedite the payoff process.

LEGAL NOTICE

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

CREDIT DISPUTE

If you have a credit dispute regarding your Mercedes-Benz Financial Services USA LLC account, you may contact the applicable credit reporting agency or Mercedes-Benz Financial Services USA LLC. To contact Mercedes-Benz Financial Services USA LLC, mail us a letter describing the credit dispute to (please include your account number, name, and address):

Mercedes-Benz Financial Services USA LLC
Credit Dispute Dept.
P.O. Box 961
Roanoke, TX 76262

CHECK PROCESSING

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check. When we process your check payment as an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

The conversion of your check to an electronic fund transfer allows us to more efficiently and accurately process your payment and update your Mercedes-Benz Financial Services account.

DEAR CUSTOMER:

If your address, home or work phone numbers change, please notify us using this form and mail it with your remittance.

Contract #	<input type="text"/>	New Home Phone	<input type="text"/>
Name	<input type="text"/>	New Work Phone	<input type="text"/>
Email	<input type="text"/>		
New Billing Address	<input type="text"/>		
	Number	Street	Apt #
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	City	State	Zip
New Garaging Address	<input type="text"/>		
	Number	Street	Apt #
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	City	State	Zip

Customer Name : 2ND CHANCE INVESTMENT GROUP, LLC

Invoice Number : 8236

Payment Due Date : 08/24/2022

Page 3 of 3

Statement Date: 08/07/2022

Contract Number: 0001

Contract Date: 07/10/2021

Term: 72

Purchase Order:

Maturity Date: 07/24/2027

Asset Serial Number		Original Amount Financed	Balance	Total			
W1W4DCHY6MT047575		\$45,817.16	\$45,537.91	\$758.96			
W1W4DCHY7MT046564		\$47,301.39	\$47,013.09	\$783.54			
Asset Totals: 2		\$93,118.55	\$92,551.00	\$1,542.50			
Previous Installment Charges:	\$0.00	Previous Late Charges:	\$0.00	Previous Misc Charges:	\$0.00	Previous Charges Summary:	\$0.00
		Current Late Charges:	\$0.00	Current Misc Charges:	\$0.00	Current Charges Summary:	\$0.00
Total Contract Charges:						\$1,542.50	

Totals:		\$93,118.55		\$92,551.00			\$1,542.50
Total Previous Installment Charges:	\$0.00	Total Previous Late charges:	\$0.00	Total Previous Misc Charges:	\$0.00	Previous Charges Total:	\$0.00
		Total Current Late charges:	\$0.00	Total Current Misc Charges:	\$0.00	Current Charges Total:	\$0.00
						Total Payment Due(Loan)	\$1,542.50

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3 The Debtor listed a value of MB4 at \$40,000. An updated value from KBB.com is
4 provided as Exhibit 6.
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2021 Mercedes-Benz Sprinter 2500 Cargo Pricing Report

Style: High Roof w/170" WB Van 3D

Mileage: 22,000

KBB.com Consumer Rating: 4.2/5

Trade in to a Dealer



Valid for ZIP code 92614 through 02/13/2023

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Exterior Color

✓ Black

Drivetrain

RWD

Transmission

Automatic, 7-Spd 7G-Tronic

Braking and Traction

ABS (4-Wheel)

Hill Start Assist

Electronic Stability Control

Comfort and Convenience

Air Conditioning

Cruise Control

Keyless Entry

Power Door Locks

Accessory Packages

High Ceiling Roof

Wheels and Tires

Steel Wheels

Entertainment and Instrumentation

AM/FM Stereo

MB Emergency Call

Safety and Security

Backup Camera

Dual Air Bags

Head Curtain Air Bags

Side Air Bags

Steering

Tilt Wheel

Engine

✓ V6, Turbo Diesel, 3.0 Liter

Kelley Blue Book® Trade-In Value - This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

Trade-In Range - The Trade-In Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week based on the style, condition, mileage and options of your vehicle when you trade it in to a dealer. However, every dealer is different and values are not guaranteed.

Kelley Blue Book® Private Party Value - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an "as is" value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

Private Party Range - The Private Party Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week for a vehicle with stated mileage in the selected condition and configured with your selected options, excluding taxes, title and fees when selling to a private party.

Excellent Condition - 3% of all cars we value. This car looks new and is in excellent mechanical condition. It has never had paint or bodywork and has an interior and body free of wear and visible defects. The car is rust-free and does not need reconditioning. Its clean engine compartment is free of fluid leaks. It also has a clean title history, has complete and verifiable service records and will pass safety and smog inspection.

Very Good Condition - 23% of all cars we value. This car has minor wear or visible defects on the body and interior but is in excellent mechanical condition, requiring only minimal reconditioning. It has little to no paint and bodywork and is free of rust. Its clean engine compartment is free of fluid leaks. The tires match and have 75% or more of tread. It also has a clean title history, with most service records available, and will pass safety and smog inspection.

Good Condition - 54% of all cars we value. This car is free of major mechanical problems but may need some reconditioning. Its paint and bodywork may require minor touch-ups, with repairable cosmetic defects, and its engine compartment may have minor leaks. There are minor body scratches or dings and minor interior blemishes, but no rust. The tires match and have 50% or more of tread. It also has a clean title history, with some service records available, and will pass safety and smog inspection.

Fair Condition - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

Tip:

It's crucial to know your car's true condition when you sell it, so that you can price it appropriately. Consider having your mechanic give you an objective report.

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3 A partially redacted monthly statement from Mercedes-Benz Financial Services for the
4 loan associated with MB4 is attached as Exhibit 7.
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Mercedes-Benz Financial Services

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Web Address
Client Care Center
Hours of Operation
Payment Mailing Address

www.commercial.mbfs.com
866-808-6273
Mon-Fri 8am-5pm (CT)
P.O. Box 5260
Carol Stream, IL 60197-5260

Balance*	Contract Number	Customer Number	Statement Date	Invoice Number	Payment Due Date
\$53,822.23	0001	53/1	08/02/2022	3583	08/20/2022

*This is not a payoff balance. Please see reverse side for payoff instructions.

Contract Date:	10/06/2021	Previous Charges	Current Charges	Total Payment Due
Maturity Date:	10/20/2027	\$0.00	\$854.25	\$854.25

Contract Activity - See reverse side for important information

Your 2021 Yearly Interest Letter will be mailed and available online January 31, 2022.



Date	Description	Amount
	<u>Payment Received 07/20/2022. Thank You!</u>	<u>(\$854.25)</u>
08/02/2022	Installment Due	\$854.25
	<u>Current Charges</u>	<u>\$854.25</u>
	<u>Total Payment Due</u>	<u>\$854.25</u>

KEEP FOR YOUR RECORDS

RETURN THIS PORTION WITH PAYMENT

Mercedes-Benz Financial Services

Send all correspondence to:
14372 Heritage Parkway
Fort Worth, TX 76177

☐ Check here if change of address is required.
See reverse for change of address form.

PAYMENT DUE DATE: 08/20/2022
TOTAL PAYMENT DUE: \$854.25

\$

Contract Number: 0001

Please be sure to write your contract number on your check or visit us online to review your contract or make your payment.

Mail Payment to:



Mercedes-Benz Financial Services USA LLC
P.O. Box 5260
Carol Stream, IL 60197-5260

2ND CHANCE INVESTMENT GROUP, LLC
12812 Clemson Dr
Eastvale, CA 92880-3369

000150020666300015501220163533583600000000000854258

To ensure prompt delivery and processing of payments, please address your package to the following address and retain any tracking information provided. Payments should be made payable to Mercedes-Benz Financial Services USA LLC and / or Daimler Trust with your account number clearly noted on the check. You cannot make payments in person.

Mercedes-Benz Financial Services USA LLC
Box 5260
8430 West Bryn Mawr Ave., 3rd FL
Chicago, IL 60631

PAYMENT POSTING, LATE PAYMENTS AND LATE CHARGES

You can avoid late charges by making your monthly payment for the exact amount due on or before the due date. Clearly print your Mercedes-Benz Financial Services USA LLC account number on your payment and allow at least 5-7 days for mail delivery, and payment processing time. Payments are not considered paid until they are received. All payments not received within the time frame indicated on your contract will incur late charges. If your account is more than 10 days past due, please contact our Client Care Center to make payment arrangements.

CALL MONITORING

To the extent permitted by law, you give Mercedes-Benz Financial Services USA LLC permission to monitor and record any telephone conversation between you and Mercedes-Benz Financial Services USA LLC, including Mercedes-Benz Financial Services USA LLC's representatives, service providers and agents.

PAYOFF AMOUNT

Your actual payoff amount is governed by and calculated under the terms of your contract and will differ from the Balance amount provided on this statement. If you would like to obtain a payoff for one or all of your contracts, please call us at the toll free number provided on the front of this statement. One of our customer service representatives can provide you with an up-to-date payoff amount and instructions to expedite the payoff process.

LEGAL NOTICE

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

CREDIT DISPUTE

If you have a credit dispute regarding your Mercedes-Benz Financial Services USA LLC account, you may contact the applicable credit reporting agency or Mercedes-Benz Financial Services USA LLC. To contact Mercedes-Benz Financial Services USA LLC, mail us a letter describing the credit dispute to (please include your account number, name, and address):

Mercedes-Benz Financial Services USA LLC
Credit Dispute Dept.
P.O. Box 961
Roanoke, TX 76262

CHECK PROCESSING

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check. When we process your check payment as an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

The conversion of your check to an electronic fund transfer allows us to more efficiently and accurately process your payment and update your Mercedes-Benz Financial Services account.

DEAR CUSTOMER:

If your address, home or work phone numbers change, please notify us using this form and mail it with your remittance.

Contract #	<input type="text"/>	New Home Phone	<input type="text"/>
Name	<input type="text"/>	New Work Phone	<input type="text"/>
Email	<input type="text"/>		
New Billing Address	<input type="text"/>		
	Number	Street	Apt #
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	City	State	Zip
New Garaging Address	<input type="text"/>		
	Number	Street	Apt #
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	City	State	Zip

Customer Name : 2ND CHANCE INVESTMENT GROUP, LLC

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Invoice Number : 33583

Payment Due Date : 08/20/2022

Statement Date: 08/02/2022

Contract Number:	0001	Contract Date:	10/06/2021	Term:	72	Purchase Order:		Maturity Date:	10/20/2027
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Asset Serial Number	Original Amount Financed	Balance	Total
W1Y4ECHY4MT067750	\$51,575.94	\$53,822.23	\$854.25
Asset Totals: 1	\$51,575.94	\$53,822.23	\$854.25

Previous Installment Charges:	\$0.00	Previous Late Charges:	\$0.00	Previous Misc Charges:	\$0.00	Previous Charges Summary:	\$0.00
		Current Late Charges:	\$0.00	Current Misc Charges:	\$0.00	Current Charges Summary:	\$0.00
						Total Contract Charges:	\$854.25

Totals:		\$51,575.94		\$53,822.23			\$854.25
Total Previous Installment Charges:	\$0.00	Total Previous Late charges:	\$0.00	Total Previous Misc Charges:	\$0.00	Previous Charges Total:	\$0.00
		Total Current Late charges:	\$0.00	Total Current Misc Charges:	\$0.00	Current Charges Total:	\$0.00
						Total Payment Due(Loan)	\$854.25

